



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>FOOTHIL665</b>	Dept. <b>SC</b>	Contract Number <b>A</b>
County Department <b>Public Health</b>		Dept. Orgn.	Contractor's License No.
County Department Contract Representative <b>Bruce Fordon</b>		Telephone <b>7-2451</b>	Total Contract Amount <b>\$208,170</b>
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other			
If not encumbered or revenue contract type, provide reason: _____			
Commodity Code		Contract Start Date <b>07/01/2003</b>	Contract End Date <b>02/28/2005</b>
		Original Amount <b>\$208,170</b>	Amendment Amount <b>N/A</b>
Fund <b>AAA</b>	Dept. <b>PHL</b>	Organization <b>3715</b>	Appr. <b>200</b>
		Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No. <b></b>
		Amount <b>\$208.170</b>	
Fund	Dept.	Organization	Appr.
		Obj/Rev Source	GRC/PROJ/JOB No.
		Amount	
Fund	Dept.	Organization	Appr.
		Obj/Rev Source	GRC/PROJ/JOB No.
		Amount	
Project Name <b>Ryan White</b>		Estimated Payment Total by Fiscal Year	
<b>Comprehensive AIDS</b>		FY <b>03/04</b>	Amount <b>\$124,902</b>
<b>Resources Emergency</b>		I/D <b></b>	FY <b></b>
<b>(CARE) Act Services</b>		Amount <b>\$83,268</b>	I/D <b></b>

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name

Foothill AIDS Project

hereinafter called Contractor

Address

233 Harrison Avenue

Claremont CA 91711

Phone

(909) 482-2066

Birth Date

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS,** The County desires to provide care and support services for individuals living with Human Immunodeficiency Virus;

**WHEREAS,** The County has been allocated funds by the U.S. Health and Human Services, Health Resources Services Administration to provide Emergency Relief Programs under the Ryan White Comprehensive AIDS Resources Emergency Act;

**WHEREAS,** The County finds the Contractor qualified to provide care and support services for individuals living with Human Immunodeficiency Virus;

**WHEREAS,** The County desires that such services be provided by the Contractor and the Contractor agrees to perform these services as set forth below;

**NOW THEREFORE,** The County and the Contractor mutually agree to the following terms and conditions:

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## I. DEFINITIONS

- Ambulatory Outpatient Medical Care Services – The provision of HIV-related professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, registered dietitian or other appropriately licensed professional. *Attachment A, Definition of Service Categories*, details additional information regarding Service Categories.
- AIDS – Acquired Immunodeficiency Syndrome, disease caused by the human immunodeficiency virus.
- CARE Act – Ryan White Comprehensive AIDS Resources Emergency Act. The Federal legislation created to address the health care and service needs of people living with HIV, and their families.
- EMA – Eligible Metropolitan Area. To be eligible, an EMA must have reported at least 2,000 AIDS cases during the previous five (5) years and have a population of at least 500,000. EMA geographic boundaries range in size from one city/county to more than 26 different political entities, and some span more than one state. The EMA referred to in this Contract is the combined counties of San Bernardino and Riverside.
- Food Services – Provision of foodstuffs, home-delivered meals, nutritional supplements, personal care products, or vouchers for food or personal care products. Provision of referral and linkages to nutritional assessment, diagnosis and monitoring of consumer activity in food program. *Attachment A, Definition of Service Categories*, details additional information regarding Service Categories
- Heath Education Services – Provision of information to persons of color with HIV disease including information about medical, psychosocial support services and counseling, case management, and other support services. Education about HIV disease and risk reduction techniques are an integral part of this program. *Attachment A, Definition of Service Categories*, details additional information regarding Service Categories.
- Home Health Care Services – Therapeutic, nursing, supportive and/or compensatory health services provided by a licensed/certified home health care agency in a home/residential setting in accordance with a written, individualized service plan established by a case management team that includes appropriate health care professionals. *Attachment A, Definition of Service Categories*, details additional information regarding Service Categories.
- Housing Assistance Services – This assistance is limited to short-term or emergency housing assistance to support temporary and/or transitional housing to enable the individual or family to gain and/or maintain medical care. Use of Title I funds for short-term or emergency housing must be linked to medical and/or health-care services or be certified as essential to a client's ability to gain or maintain access to HIV-related medical care or treatment. *Attachment A, Definition of Service Categories*, details additional information regarding Service Categories.
- HIV – Human Immunodeficiency Virus, lentiviruses that infect and destroy helper T-cells of the immune system causing the marked reduction of their numbers that is diagnostic of AIDS, from post infection through the clinical definition of AIDS.
- HRSA – U.S. Health and Human Services, Health Resources Services Administration.
- HSS – San Bernardino County Human Services System. Oversees the Human Services System Departments and fosters concern of social programs within the community and the County of San Bernardino.

- IEHPC – Inland Empire HIV Planning Council. The planning body designated by the Federal government with determining service priorities and allocating monies to those priorities for expenditure of Ryan White CARE Act funds.
- MAI – Minority AIDS Initiative. Racial and ethnic minority communities have been declared a severe and ongoing health crisis. MAI is an initiative to address this crisis through increased funding and outreach to these communities. MAI funds target programs to enhance effective HIV/AIDS efforts that directly benefit racial and ethnic minority communities. *Attachment A, Definition of Service Categories*, details additional information regarding Service Categories.
- OMB – Office of Management and Budget, the office within the executive branch of the Federal government that prepares the annual budget, develops the Federal government's fiscal program, oversees administration of the budget and reviews government regulations.
- Other/Peer Counseling Services – Individual and/or group counseling, other than mental health counseling, provided to consumers of color, their families, and/or friends by trained peer or para-professional counselors. Provision of service can include but is not limited to: counseling/support group services, medical adherence advice, caregiver support/bereavement counseling, drop-in counseling, benefits counseling, and/or nutritional counseling, or education. *Attachment A, Definition of Service Categories*, details additional information regarding Service Categories.
- Outreach Services – Programs that have as their principal purpose identifying people with HIV disease, to ensure that they are aware of the services available to them and to take the steps necessary to assist in their enrollment and continued participation in care and treatment services offered in this EMA. *Attachment A, Definition of Service Categories*, details additional information regarding Service Categories.
- Title I – The part of the CARE Act that provides emergency assistance to localities (EMAs) disproportionately affected by the HIV epidemic.

## II. CONTRACTOR SERVICE RESPONSIBILITIES

### A. SERVICES

The Contractor shall provide HIV related health and support services to individuals residing in or receiving services in San Bernardino and Riverside Counties under the terms and conditions of this Contract. Services shall be provided as set forth in *Attachment B, Scope of Work*, which is attached hereto and incorporated herein.

### B. CLIENT ELIGIBILITY

The Contractor shall verify each client's eligibility for all service categories, except MAI Outreach. Clients must have an HIV-positive serostatus to be eligible to receive goods or services provided under this Contract. Proof of eligibility shall consist of either: 1) a statement of diagnosis of AIDS or positive HIV serostatus signed by a licensed physician; or 2) a medical laboratory's statement of test results showing positive HIV serostatus and identifying the patient tested. Anonymous HIV test results and possession of HIV specific prescription medications are not proof of HIV positive serostatus for purposes of this Contract. The Contractor shall keep a copy of each client's proof of eligibility in the client's case file.

### C. QUALITY IMPROVEMENT

1. The Contractor shall participate in a survey of client satisfaction with questions specific to the services provided. This survey shall produce statistically significant data for each service provided. The County developed standard survey *shall be utilized*. This client satisfaction survey is to be completed as designated by the County during each Contract year. Additional surveys may be conducted if the Contractor so desires. The Contractor shall cooperate with the County in the administration of this annual survey.
2. The Contractor shall ensure that appropriate staff participate in the County's continuous quality improvement activities through **Mandatory**, regular attendance at meetings of the Provider Network, Case Managers, Health Educators and other training functions or activities as may be specified from time to time by the County. MAI funded Contractors shall attend the monthly meetings of the MAI Provider Network. "**Mandatory**, regular attendance" means attendance at all of the scheduled meetings for each group. In the event that Contractor is not able to be represented at a Provider Network or MAI Provider Network meeting, Contractor shall communicate the situation to the Title I Program contact as noted in section X, Paragraph A.
3. The Contractor shall collect and maintain information utilizing a data collection system that includes common core data elements as may be required by the EMA. The County reserves the right to modify or add to these core data elements, provided that the Contractor shall not be required to collect and maintain information related to such core data elements until (30) thirty calendar days following notice of the modification or addition.
4. The Contractor shall provide various progress reports as indicated on *Attachment C, Provider Reporting Requirements* in a format acceptable to the County. The County will provide the required format for these reports. The County reserves the right to revise report formats and/or reporting schedule to meet updated program requirements.
5. The Contractor shall utilize a tracking system that demonstrates client eligibility, including statement of diagnosis of HIV or AIDS signed by a licensed medical professional and a medical laboratory statement of test results showing positive HIV serostatus, and identifying the patient tested.
6. Contractors providing ambulatory care services shall conform to "U.S. Public Health Services Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection"; "U.S. Public Health Service Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents"; and "Public Health Service Task Force Recommendations for Use of Antiretroviral Drugs in Pregnant HIV-1-Infected Women for Maternal Health and Interventions to Reduce Perinatal HIV-1-Transmission in the United States".
7. Contractors providing ambulatory care services shall conduct an annual peer review of their practices including at least (1) one external physician to determine whether care provided has been consistent with the U.S. Public Health Service treatment guidelines described in this Section and general standards of practice and utilization for HIV/AIDS patients. Contractors shall submit the resultant report to the County within (45) forty-five days of completion and prior to February 28 of each Contract year.
8. Contractors providing ambulatory care shall ensure that their physicians, nurse practitioners and physician's assistants participate in the American Academy of HIV Medicine or the Infectious Disease Association of America. The Contractor shall keep copies of membership documents on file for all covered staff and make them available to the County for review upon request.

9. Contractors providing case management services shall comply with the Riverside/San Bernardino Case Management Standards Manual and any revisions thereto. This manual is available through the County's designated contact as indicated in Section X, Paragraph A of this Contract.
10. Contractors receiving MAI funding shall submit viral load and CD4 count testing results as outcome measurements for all service areas.

D. COMPLIANCE WITH LAWS AND REGULATIONS

1. The Contractor and the County agree that performance of CARE Act related activities and expenditures of CARE Act funds shall comply with all requirements of the CARE Act.
2. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of this Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
3. The Contractor assumes responsibility for full compliance with all such laws, statutes, ordinances, administrative orders, rules or regulations and agrees to fully reimburse the County for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents or subcontractors as may be revealed by subsequent audit or otherwise.

E. LIMITS ON PROGRAM EXPENDITURES

The Contractor shall comply with all funding restrictions specified in the CARE Act and in Title 45 Code of Federal Regulations, Part 74 (Department of Health and Human Services, Administration of Grants). The following limitations and regulations also apply:

1. CARE Act funds may not be used to purchase or improve land, or to purchase, construct, or make permanent improvements to any building except for minor remodeling.
2. CARE Act funds may not be used to make payments to recipients of services provided under this Contract.
3. CARE Act funds may not be used to provide items or services for which payment already has been made, or can reasonably be expected to be made, by any third party, including without limitation other federal, state, local programs or private insurance programs, including Medicaid and Medicare. The costs of any items that are otherwise reimbursable by any such third party are not reimbursable under this Contract. The Contractor shall fully exhaust its ability to claim and receive any third party reimbursement for its costs before claiming reimbursement under this Contract.
4. If an agency receiving CARE Act funds charges for services, it shall do so on a sliding fee schedule that is readily available to the public. Cumulative charges to individual clients receiving CARE Act services must conform to statutory limitations. No client shall be denied services solely because of an inability to pay.
5. A percentage of the funds (to be indicated by the County) made available to the Contractor under this Contract shall be used to provide services to women, infants, children, and youth with HIV disease. For the purposes of this provision, the following definitions shall apply:

Women	~~	Females aged 25 and older
Infants	~~	Ages birth to less than 2 years
Children	~~	Ages 2 to 12 years
Youth	~~	Ages 13 to 24 years

Each year that this Contract remains in effect the Contractor shall report to the County, by the date indicated on the *Attachment C, Provider Reporting Requirements*, the total amount and proportion of funds made available to the Contractor under this Contract that were used for the provision of services to women, infants, children, and youth during the applicable program year.

6. To the extent possible, equipment and products purchased with CARE Act funds shall be American made.
7. Travel expenses for employees working on CARE Act funded activities are reimbursable under this Contract when such travel directly furthers the provision of HIV related services. Expenditures may include mileage and other travel related costs. Travel costs are limited to those allowed by formal organizational travel policy which must include mileage reimbursement rates and maximum per diem and subsistence rates.

#### F. MAI CONTRACTORS

MAI funded Contractors shall:

1. Comply with the most current HRSA guidelines regarding community-based minority providers.
2. Hire culturally competent executive or advisory boards and hire culturally and linguistically competent staff to develop, manage, and deliver services to members of under-served populations targeted by their agency.
3. Provide documented linkages to the target population(s) served, to help close the gap in access to services for highly impacted communities of color.

#### G. PROGRESS REPORTS

Pursuant to this section, it is the County's intention to require the Contractor to provide unit cost data each month for specified services. The specifications and formatting for these reports will be provided.

#### H. ANNUAL ADMINISTRATIVE REPORT

The Contractor shall submit a CARE Act Data Report (CADR), as defined by HRSA, to the County no later than February 28 of each year that this Contract remains in effect. The County will specify the format and content of the CADR to the Contractor. The CADR will consist of aggregate data on all HIV/AIDS related services funded by Title I money from our the EMA and delivered by the Contractor to clients during the (12) twelve month period from January 1 through December 31 of each year that this Contract remains in effect.



## I. LINKAGE AGREEMENTS

1. The Contractor shall establish and maintain linkage agreements utilizing the format provided by the County and incorporated into this document as *Attachment D, Linkage Agreement Format*.
2. Contractors providing ambulatory care shall have referral agreements with at least (1) one provider of HIV testing and counseling services and at least (1) one, preferably more, HIV/AIDS case management provider(s) providing the full range of case management services for each health planning region for which they are providing services under this Contract.

## III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. Inaccuracies or Misrepresentations: If during the course of the administration of this Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the Assistant County Administrator – Human Services System. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino or the County of Riverside. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions which become vacant during the term of this Contract which will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County (Title I Program Staff) when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- J. Contractor shall utilize the form provided by the County and incorporated herein as *Attachment E, Document Transmittal Form*, for the purpose of transmitting any information or documentation to the Title I Program staff.
- K. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- L. Contractor shall notify County HSS Contracts Unit of all upcoming meetings of the Board of Directors or other governing body and shall keep County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. All Board of Directors' minutes shall be submitted to County with the monthly report submitted in the month following approval of the minutes. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- M. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in *Attachment F, Business Associate Agreement*, hereby incorporated by this reference.
- N. Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in administration of services provided under this Contract to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures; Civil Code Sections 56 et seq; Health and Safety Code Sections 120975 et seq; and Health and Safety Code Section 123100 et seq, to assure that:

1. All applications and records concerning any individual made or kept by any public officer, public agency, or Contractor relating to any forms of public social services provided under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
  2. No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.
- O. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- P. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
  2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
    - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). **If the Contractor provides transportation to one or more clients at any time, the automobile liability insurance policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).**
- c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- 3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- 4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- 5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- 7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- 8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

- Q. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- R. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County HSS Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HSS Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS shall supply a sample of the Plan format. The Contractor shall be monitored by HSS for compliance with provisions of its Civil Rights Plan.

- T. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- U. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, Part 6, California Code of Regulations).
- V. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- W. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- X. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

#### IV. COUNTY RESPONSIBILITIES

- A. The County agrees to compensate the Contractor on a reimbursement basis for approved expenses performed pursuant to this Contract an amount not to exceed the total Contract amount.
- B. The County will monitor and evaluate the performance of the Contractor in meeting terms of the Contract and the quality and effectiveness of services provided based on criteria determined by the County. County personnel shall monitor the performance of the Contractor at least once every (6) six months, or as deemed necessary by the County.

#### V. FISCAL PROVISIONS

- A. The total amount of this Contract is \$208,170, which is available for expenditure in accordance with the budget for each service provided, unless changed by the budget amendment process, and is subject to availability of funds to the County. If the funding source notifies the County that such funding is terminated or reduced, the County shall determine whether this Contract will be terminated or the County's maximum obligation reduced. The County will notify the Contractor in writing of its determination. The consideration to be paid to the Contractor as provided herein shall be in full payment for all of the Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Payment to the Contractor shall be contingent upon the submission by the Contractor, and approval by the County, of the herein required reports and invoices. Expenditures for each category of service submitted by the Contractor to the County for reimbursement must be consistent with the approved Budget Justification that is attached hereto and incorporated herein by this reference as *Attachment G, Budget Justification*.
- C. The Contractor shall provide monthly invoices to the County within (10) ten calendar days following the month in which services were provided in a format provided by the County. The County reserves the right to revise invoice formats to meet updated program requirements. The County will accept preliminary invoices. Preliminary invoices shall be based on actual costs that can be supported at the time of submission and shall indicate the estimated costs remaining to be invoiced for that invoicing period. The Contractor will only be paid for actual costs. Estimated costs are for information purposes only and will not be paid until substantiated and submitted on a Final invoice. Invoices shall be submitted in the format included as *Attachment H, Invoice Format*, attached hereto and incorporated herein by this reference. Invoices shall be clearly marked as Preliminary or Final and shall indicate the period of service.

**Invoices shall be submitted to:**

County of San Bernardino  
Department of Public Health  
Daniel Perez, Program Coordinator  
1280 Cooley Drive, Suite C  
Colton, CA 92324

- D. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The Contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to, that portion of its obligations that have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- E. Costs for services under the terms of this Contract will be incurred during the Contract period except as approved by the County. The Contractor shall not use current year funds to pay prior or future year obligations.
- F. The County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless the County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- G. The Contractor shall request any budget amendment in writing in advance of expenditures when: 1) aggregate expenditures are expected to exceed a budgeted line item by more than 10%; 2) a new line item is to be added; 3) expenditures are expected to exceed the budgeted amount for an object class category (e.g., personnel); or 4) requesting a transfer of funds from one line item to another line item.
- H. Each written request for budget amendment must: 1) be submitted as a prominently identified and discrete item to the County; 2) specify the changes requested by service category, line item, and amount; and 3) must include a justification. The County will approve or deny budget amendment requests in writing within (30) thirty calendar days of receipt. For every approved budget amendment, the Contractor shall, within (30) thirty calendar days, prepare and submit revised budgets and scopes of work to the County incorporating the effects of the approved budget amendment. If the Contractor is providing services in both San Bernardino and Riverside counties, the Contractor shall provide to the County separate requests for amendment for each county in which the Contractor provides services. Each request shall include all requested information, follow the format stated herein, and shall be clearly marked as to the applicable County.
- I. The County may initiate budget amendments by written communication with the Contractor specifying the amendment requested. The Contractor shall respond by providing revised scope(s) of work and budgets as required to accomplish the requested amendment.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County or its designee shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required

rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. Withhold funds pending duration of the breach; and/or
  - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  - 5. Terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## **VIII. TERM**

This Contract is effective as of July 1, 2003 and expires February 28, 2005 but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of all parties.

## **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the applicable provisions of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Human Services System is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.



## **X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below except as otherwise provided in Section V, Paragraph C of this Contract.

Contractor: Foothill AIDS Project  
233 Harrison Avenue  
Claremont CA 91711

County: County of San Bernardino  
Human Services System  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

County (***Insurance Information Only***):  
County of San Bernardino  
c/o Insurance Data Services  
P.O. Box 12010 – CB  
Hemet, CA 92546-8010

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this agreement from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- E. No waiver of any of the provisions of the Contract Documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any Contract Document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- F. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- G. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- H. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in Riverside County and state courts located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

## **XI. CONCLUSION**

- A. This Contract, consisting of 18 pages and Attachments A through H, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

Foothill AIDS Project

(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name Ty Ramsower  
(Print or type name of person signing contract)

Title Interim Executive Director  
(Print or Type)

Dated \_\_\_\_\_

Address 233 Harrison Avenue  
Claremont CA 91711

Approved as to Legal Form

►  
Charles Larkin, Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►  
Lori Ciabattini, HSS Contracts Unit

Date \_\_\_\_\_

Presented to BOS for Signature

►  
James A. Felten, Public Health Programs  
Administrator

Date \_\_\_\_\_

**Auditor/Controller-Recorder  
Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

